

Digital Advertising Terms and Conditions

1. **Agreement.** The Agreement between Beasley Media Group, LLC d/b/a Guarantee Digital and CLIENT consists of any Digital Advertising Agreement, any Statement of Work and these Digital Advertising Terms and Conditions.
2. **Authorization.** CLIENT hereby authorizes Guarantee Digital to act on behalf of CLIENT in connection with provision of the Services to and on behalf of CLIENT and CLIENT's customers under the Agreement. Such authority includes, but is not limited to, ordering the Services from third parties. For the avoidance of doubt, CLIENT grants Guarantee Digital all rights necessary for Guarantee Digital to facilitate the provision of the Services to CLIENT and its customers hereunder. CLIENT agrees to comply with all reasonable requests of Guarantee Digital necessary for the performance of the Services.
3. **Updates and Additional Terms.** The CLIENT acknowledges that Guarantee Digital may update, modify or alter any portion of these Digital Advertising Terms and Conditions at any time, without notice to CLIENT.
4. **Third Party Service.** CLIENT acknowledges that Guarantee Digital cannot accept any responsibility or liability for the performance, policies or actions of third-party digital marketing networks including, but not limited to, search engines, display networks, social networks or directories. CLIENT acknowledges that third-party digital marketing networks may drop listings, suspend accounts, impose additional requirements or terms and conditions, or undertake other actions, which may impact the Services, at their discretion. CLIENT agrees that Guarantee Digital shall not be responsible or liable for any of the foregoing.
5. **Placements.** CLIENT acknowledges that Guarantee Digital cannot guarantee specific delivery or positioning of any creative/advertising placements in connection with the Services.
6. **Access.** Guarantee Digital may require access to, and CLIENT agrees to provide such access or otherwise make available, any systems, hardware, services, hosting, FTP software or similarly functioning software or content management systems, or other resources deemed necessary by Guarantee Digital to fulfill its obligations under this Agreement.
7. **Timely Performance.** CLIENT acknowledges and accepts that Guarantee Digital's timely performance of the Services is contingent upon CLIENT and its customer's timely delivery of any Advertising Materials to Guarantee Digital.
8. **No Guarantees.** CLIENT acknowledges that Guarantee Digital has not made and does not make any guarantees with respect to return on investment, sales volume or revenue, or specific financial gains that will be delivered with respect to any digital advertising, marketing or services provided. If Guarantee Digital provides CLIENT with any usage and/or impression estimates, it does so as a courtesy to CLIENT and will not be held liable for any claims relating to said estimates. If, for any reason, Guarantee Digital, in its sole discretion, is unable to publish any advertisement or provide any services in accordance with the terms of this Agreement or the applicable SOW, Guarantee Digital shall either (1) refund to CLIENT the amounts paid for such advertisement not published; (2) publish the advertisement at a later date (i.e., "make good"), as reasonably determined by Guarantee Digital; or (3) publish the advertisement in a different position, as determined by Guarantee Digital in its sole discretion.
9. **Fees; Payment Terms; Taxes.** The fees and costs for the Services are set forth in each SOW (the "Fees"). Fees will be paid in accordance with the terms and conditions set forth in each SOW. Fees will be paid in the manner mutually agreed to by the parties. Claims for errors in billing must be made by

CLIENT within thirty (30) days after the due date for each applicable payment or such claims will be forfeited. CLIENT shall reimburse Guarantee Digital on demand for all reasonable costs and expenses incurred by Guarantee Digital in collecting any unpaid amounts from CLIENT (including, but not limited to, all fees and disbursements of legal counsel) and/or any collection agency or representative of Guarantee Digital. All amounts payable under the Agreement are exclusive of any taxes or other government charges, incurred by Guarantee Digital as a result of provision of the Services. CLIENT shall pay any and all sales, use, excise or other taxes (other than taxes measured on the income of Guarantee Digital). If CLIENT is exempt from such taxes, it shall provide Guarantee Digital with a tax-exempt certificate.

10. **License to Advertising Materials.** CLIENT hereby grants Guarantee Digital a worldwide, non-exclusive, royalty-free license (with the right to sublicense to its service provider(s) and/or such service provider's vendors) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute any and all drawings, pictures, slogans, text, audio, video, or other content furnished by or on behalf of CLIENT or its customers under the applicable SOW (collectively, "**Advertising Materials**") in the media and via the distribution methods expressly contemplated in the applicable SOW. Notwithstanding the foregoing, Guarantee Digital may modify or adapt the Advertising Materials from time to time to the extent necessary to provide the Services and to conform and adapt the Advertising Materials to any technical requirements or limitations of any networks, devices, services, or media (e.g., sizing of Advertising Materials for viewing on mobile application versus on webpage, reducing file sizes, etc.).

11. **Termination.**

9.1 Either party may terminate a SOW and/or or this Agreement if one of the following events occurs:

(a) **Termination for Material Breach.** Notwithstanding Section 9.2, upon breach by the other party of any material obligation under this Agreement which is not cured within thirty (30) days after giving written notice of such breach to the other party.

(b) **Termination For Insolvency.** Upon the insolvency of the other party, defined as the filing of a voluntary petition of bankruptcy; the filing of an involuntary petition for bankruptcy that is not dismissed within sixty (60) days; upon the lawful dissolution of one party; or upon the making of a general assignment for the benefit of one party's creditors.

9.2 **Non-Payment.** Notwithstanding Section 9.1(a), CLIENT's failure to pay an invoice when due will be sufficient cause for Guarantee Digital's termination of this Agreement or any SOW if CLIENT does not cure within ten (10) days of receipt of written notice of nonpayment from Guarantee Digital. Guarantee Digital may suspend its performance under this Agreement or an SOW for the duration of any period during which CLIENT is delinquent in making payment to Guarantee Digital under any invoice.

9.3 **Effect of Termination.** Termination of this Agreement will terminate any SOW. Upon termination of this Agreement, each party will return or destroy the other party's Confidential Information. CLIENT will be responsible for payment to Guarantee Digital for all services rendered and expenses incurred prior to the effective termination date.

12. **Indemnification.** CLIENT shall defend, indemnify and hold harmless Guarantee Digital from and against any claim, loss, demand, cause of action, debt or liability, including reasonable attorney's fees resulting from a third-party claim arising out of: (i) any Advertising Materials provided by CLIENT to Guarantee Digital for use by Guarantee Digital and/or its service provider(s) under this Agreement,

including, without limitation, any claim that any such Advertising Materials are libelous or defamatory or violate or infringe the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any rights of privacy or publicity or (ii) the breach or alleged breach of any representation or warranty made by CLIENT in this Agreement.

13. **Representations and Warranties.** CLIENT covenants, represents, and warrants to Guarantee Digital that: (a) CLIENT has all necessary licenses and clearances to use, and to allow Guarantee Digital to use, the Advertising Materials; (b) CLIENT has all rights, title, interest, consents, authorizations, permits, licenses, registrations, notices and rights to perform its obligation under this Agreement, including, but not limited to, provision of the Advertising Materials hereunder in connection with the Services; (c) CLIENT shall comply with all applicable laws, rules, regulations; (d) to the extent applicable, CLIENT shall, and shall cause its customers to, comply with all applicable policies, terms of use, terms of service and guidelines (including, but not limited to, those of search engines, display networks, social networks or directories such as Facebook and Twitter, as applicable) in connection with the Services under this Agreement; and (e) CLIENT has the full power and authority to enter into this Agreement, and the execution and performance by CLIENT of this Agreement does not and will not breach or cause a default under any other agreement, contract or joint venture agreement to which it is a party.

14. **Confidentiality.**

12.1. **Protection.** A party that receives (the “**Recipient**”) the Confidential Information of the other party (the “**Discloser**”) may use such Confidential Information solely (i) to exercise its rights and perform its obligations under this Agreement or (ii) in connection with the parties’ ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement and will disclose the Confidential Information of Discloser only to the employees, vendors, or contractors of Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. For purposes of this Agreement, “**Confidential Information**” means information or materials provided by Guarantee Digital to CLIENT or by CLIENT to Guarantee Digital which are in tangible form and labeled “confidential” or the like, or information which a reasonable person knew or should have known to be confidential.

12.2. **Exceptions.** Recipient’s obligations under Section 12.1 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (i) was already known to Recipient at the time of disclosure by Discloser; (ii) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of Recipient has become, generally available to the public; or (iv) was independently developed by Recipient without access to, or use of, Discloser’s Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12.3. **Permitted Disclosure.** Notwithstanding anything to the contrary herein, no party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing, each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence,

to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

15. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GUARANTEE DIGITAL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, OR USAGE IN TRADE.

16. **Limits of Liability.** Guarantee Digital will not be liable under or related to this Agreement for any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind or, whether based on contract, tort, or any other legal theory, even if CLIENT has been advised of the possibility of such damages. In no event will Guarantee Digital's liability under this Agreement exceed the amount of fees actually paid to Guarantee Digital hereunder in the twelve (12) month period immediately preceding the event giving rise to such claim.

17. **Force Majeure.** Any delay in or failure of performance by Guarantee Digital will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of Guarantee Digital, including, but not limited to, public emergency or necessity, restrictions imposed by law, acts of God, war, riot, strikes, power outages, or failures of the internet.

18. **Miscellaneous.** (a) The waiver by any party of any breach or default of the other party under this Agreement or the failure of a party to exercise any right, power or remedy shall not operate or be construed as a waiver of any subsequent breach or default by the other party. (b) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by the parties. (c) This Agreement is governed and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. (d) The parties irrevocably consent to the personal jurisdiction of the state courts located in the State of Florida or the federal courts located in the Southern District of Florida for any suit or action arising from or related to this Agreement. (e) If a provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable without such provision. (f) This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement.

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